

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

WALTER STILES,)
ANGELA STILES,)
)
Plaintiffs,)
)
v.) Case No. 2:15-cv-01252-TMP
)
EXOTIC CHICKEN WINGS INC)
et al.,)
)
Defendants.)

JOINT MOTION FOR APPROVAL OF SETTLEMENT
AND DISMISSAL WITH PREJUDICE

2. After exchanging information and negotiations, the Parties have agreed to resolve this matter and now seek the Court's approval of the settlement and dismissal of the case with prejudice. *See Lynn's Food Stores, Inc. vs. United States*, 679 F.2d 1350, 1354 (11th Cir. 1982).

3. The terms of the settlement, contained in the Release and Waiver Agreements (the "Agreements") entered into by the Parties are favorable in light of the (1) damages available under the FLSA; (2) the alleged damages of the Plaintiffs; and (3) the amount for attorneys' fees and expenses incurred in the litigation. The Parties expressly agree that the Agreements are fair and reasonable in all respects.

4. The Parties negotiated the terms of the Agreements at arms-length and in good faith as a fair and reasonable compromise. The Parties stipulate that they have a bona fide dispute under the FLSA. Their settlement allows the parties to avoid the significant time, expense, and uncertainty of protracted litigation.

5. The Parties stipulate that no party is prejudiced by the Agreements.

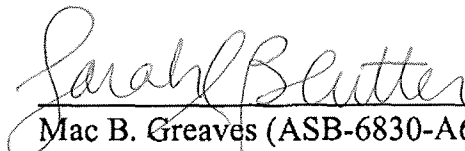
6. All Parties have been represented, at all times, by experienced counsel. There has been sufficient exchange of information to allow counsel to act intelligently in this matter and to make an informed decision regarding settlement.

7. To allow the Court to review and approve the settlement, the Parties

have provided the Court with the Agreements for its review *in camera*.

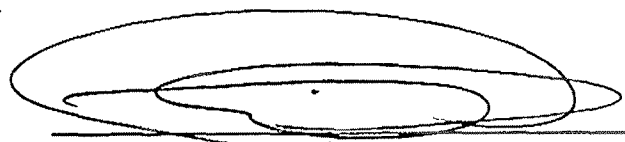
WHEREFORE, the Parties respectfully request that this Court (1) grant their joint motion for approval of their Agreements to settle this case; and (2) dismiss this case in its entirety with prejudice, with each party to bear its own costs except as provided in the Agreements. A proposed order is attached.

Respectfully submitted on this 5th day of December, 2015.



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CERTIFICATE OF SERVICE

I hereby certify that on December 15, 2015, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will serve counsel for Plaintiffs:

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